

Acceptance

The terms and conditions of this Statement of Work are provided in the PVDNet License, Implementation and Maintenance Agreement ("Agreement") number executed December 1 2006. City of Indianapolis Information Services Agency of Indianapolis/Marion County (ISA) and PVDNet have caused this Statement of Work to be signed by their duly authorized representatives to perform the services at the prices described in this Statement of Work:

Agreed for:

City of Indianapolis and Marion County

Name: _____

Signature: [Signature] Date: 12-1-06

Title: _____

Agreed for:

PVDNet LLC

Name: ERIC V. COOPERSignature: [Signature] Date: 12-1-06Title: PRESIDENT**Statement of Confidentiality**

The information in this Statement of Work (SOW) constitutes Confidential Information of PVDNet and City of Indianapolis/Information Services Agency (ISA) of Indianapolis/Marion County.

Trademarks

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**City of Indianapolis & Marion County
Property System Replacement Project
Statement of Work Attachment**

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1 Project Overview

1.1 Project Summary

The purpose of this project is to implement PVDNet as the "Property System Replacement" for the City of Indianapolis / Marion County (CC) legacy property management system. PVDNet is comprised of three Primary modules, Auditor, Treasurer and Assessor. In addition this project will include development and implementation of two additional modules the on-line system for internet access by the public and the GIS module agreed to during the final negotiations. There are six integration developments as well that will be accommodated by this project. These are as follows System Innovators (SII), the CC Master Address Database (MAD), Tidemark permitting system, Income Works assessment software, MIBOR, and Legato Imaging software. PVDNet will be used by both City and County personnel in these offices to manage the property tax functions, assessment of real and personal property and tax billing.

The project will be implemented with cooperation between several parties. The parties include the Property Project Steering Committee, Information Services Agency (ISA), PVDNet LLC (PVDNet), Daniels and Associates Inc. (DAI), Northrop Grumman (NG), the CC Subject Matter Expert Teams (CC-SME's), other outside integration partners and vendors and the general user community.

The implementation of this project will be extensive and will require numerous tasks, many running in parallel with one another. A comprehensive project plan is a part of this statement of work and is attached to this document.

2 Project Scope

This project will be managed jointly by project managers from ISA and the PVDNet team. The lead project manager from each organization will serve as the single point of contact (SPOC) for each group. The SPOC will be responsible for the dissemination of information to their respective teams and will attend all project meetings. If the SPOC is not available to attend a meeting a replacement will be provided. The functions of these project managers will include but not be limited to the following;

- Establish and maintain the project plan and schedule for this project
- Establish, implement, and manage the project's change management and control process
- Quality Management and Control of the implementation
- Risk management and control of the implementation
- Issue management and resolution for the implementation
- Incident reporting and resolution process for the implementation
- Issue weekly Status Reports and communications for this project
- Coordinate meetings of third party vendors with PVDNet/ISA/NG and CC-SME's
- Coordinate efforts as described in the plan between all involved parties.
- Prepare and deliver monthly status briefings for Property Project Steering Committee regarding this project

- Work with ISA to establish and execute on the Project's Communication Plan for this project
- Financial Management of the Project
- Coordination of PVDNet/ISA/NG and CC-SME's activities
- Work with ISA in their preparation of projects purchase and/or service orders for hardware and software for execution by ISA/NG – Note: Hardware purchases require a six (6) to eight (8) week lead time

2.1 Roles and Responsibilities

The following table identifies the roles, responsibilities, resources, and time commitments for the participants in the Property System Replacement project. The table outlines the roles and responsibilities of key personnel from PVDNet, IT Steering Committee, ISA, DAI, NG, CC-SME's and the user community.

The roles and responsibilities defined for this project include:

Role	Responsibilities	Time Commitment	PVDNet Personnel	ISA/CC Personnel
Property Project Steering Committee	<ul style="list-style-type: none"> ○ Oversees contract compliance and monitors overall activity of project ○ Provides updates to other City County authorities 	Monthly and as needed		Consists of key functional area office, agency and department heads
Executive Owner	<ul style="list-style-type: none"> ○ Has ultimate authority over and is responsible for the project from an ISA perspective. 	As needed		Shital Patel
Executive Director	<ul style="list-style-type: none"> ○ Has ultimate authority over and is responsible for the project for PVDNet. ○ Approves changes to the scope, deliverables and contractual changes. 	As needed	Eric Goodnight	
Executive Sponsor	<ul style="list-style-type: none"> ○ Has ultimate authority over and is responsible for the project ○ Approves changes to the scope. ○ Approves deliverables and policy changes 	As needed		TBD
Project Manager	<ul style="list-style-type: none"> ○ Develops the project definition and project plan ○ Has authority over and responsibility for delivery of the project. ○ Manages the business aspects of the project including project financial controls and budgeting ○ Controls issue resolutions, change requests, and makes user resources available ○ Directs and manages project's change control process ○ Performs ongoing audit of project and approves milestones and deliverables 	80% - 85% dedicated to the project	Curt Grasso	Dan Pavey

	<ul style="list-style-type: none"> ○ Preparation and distribution of Project Status reports ○ Prepares for and conducts briefings for Executive Committee meetings 			
Lead Developers	<ul style="list-style-type: none"> ○ Experts with ASP.Net, SQL Server, Visual Basic, GIS applications, Object oriented development and Systems Architecture ○ Provides overall solution architecture, development and design expertise. ○ Manages technical developers and project team to deliver various project components. ○ Responsible for loading converted data from the Extract/Transform/Load Tables (ETL) into the new system 	90% dedicated to the project	Grant Goodnight Aaron Gold John Nicholson	
Technical Developers	<ul style="list-style-type: none"> ○ Assists with overall solution development and testing. ○ Assists with system documentation ○ Works with Lead Developers to deliver various project components. 	90% dedicated to the project. Specific developers will be used during specific phases and/or components of the project.		
Technical Liaisons	<ul style="list-style-type: none"> ○ Works with PVDNet to create specifications for hardware / software platform ○ Works with ISA / NG/CC to assist in installation and testing of hardware 	20% dedicated to the project.	John Stansell	
City County Subject Matter Experts (CC-SME's)	<ul style="list-style-type: none"> ○ Work with project team to certify and test system processes ○ Provides source information to the team on current system, business processes and performs system validation. ○ Participates in identification of business / system requirements ○ Participates in Integration Testing ○ Participates in Validation and User Acceptance Testing ○ Participates in Performance Testing ○ Responsible for cleansing converted data 	As needed		The C/C SME's will be designated by the various entity heads. Their role as property project SME will be given a high priority by both the SME and associated entity.
SME Liaisons	<ul style="list-style-type: none"> ○ Facilitates communication between office holders and project team ○ Monitors and reports to Executive director, project managers, lead developers of any concerns, problems etc. 	85% - 90% dedicated to the project.	Greg Jordan	
Technical Support	<ul style="list-style-type: none"> ○ Desktop and Server Systems and Network Security and Administration 	10-30%	John Stansell Chad	

	<ul style="list-style-type: none"> ○ Participates in identification of business / system requirements ○ Participates in Integration Testing ○ Participates in Validation and User Acceptance Testing ○ Participates in Performance Testing 		McDonald	
DAI	<ul style="list-style-type: none"> ○ Responsible for extracting data from the current legacy system into Extract/Transform/Load (ETL) Tables ○ Will assist with meetings with CC-SME's as required. ○ Participate with CC system testing ○ Provide procedure knowledge of existing processes 	85 -100%		Mike Darland
NG	<ul style="list-style-type: none"> ○ Provide technical expertise and resource for hardware and software configuration 	5%		

3 Project Approach

Throughout the development lifecycle, PVDNet has been built around the knowledge and expertise of County office holders and County Government subject matter experts. In other words built by users for users. This allows the application to not only perform the necessary functions but to do so in a manner that creates optimum workflow in and between the offices. We will continue to utilize this knowledge and experience of office holders and subject matter experts during the finalization of requirements and testing of functionality contained in the software product.

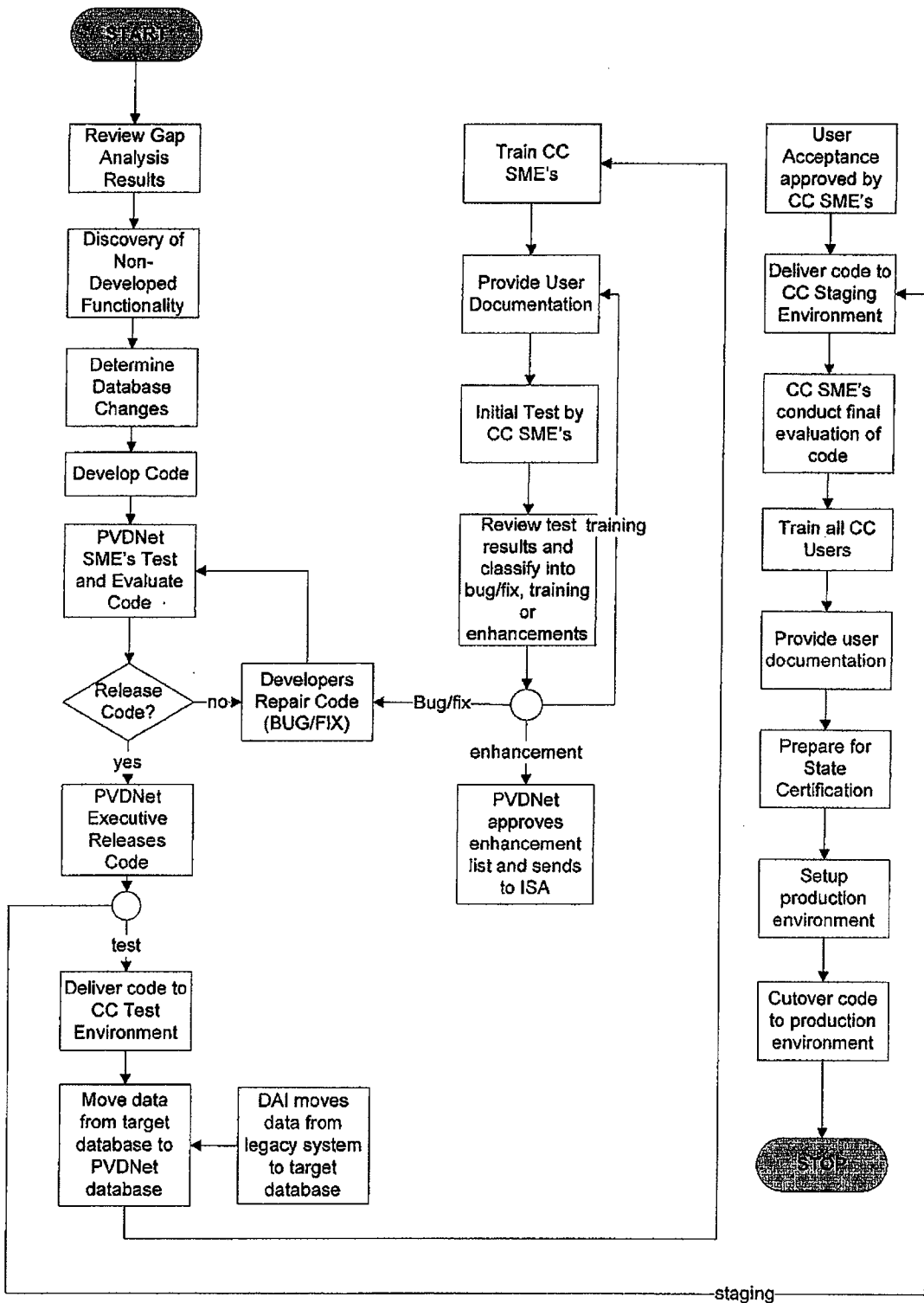
3.1 Project Workflow Steps

The following diagram shows a typical design process used for the development or integration of the following:

- Assessor Module version 3.1 – existing functionality
- Assessor Module version 3.1 rev1 – standard functionality
- Assessor Module version 3.1 rev2 – standard functionality
- Assessor Module version 3.2 – GCK tables, customized functionality
- Auditor Module version 3.1 – standard functionality
- Auditor Module version 3.2 – customized functionality
- Treasurer Module version 3.1 – standard functionality
- Treasurer Module version 3.2 – customized functionality
- Tax Sale Standalone – customized functionality
- County Assessor – Appeals and Exemptions – customized functionality
- GIS Module – customized functionality
- On-Line Module - customized functionality
- Interfaces:
 - System Innovators
 - Tidemark
 - Document Management

- Master Address Database
- PVDNet Tax Sale Integration
- Income Works
- MIBOR

PROJECT WORKFLOW APPROACH



3.2 Milestone Tasks

The project approach is defined in the milestones project plan (section 7 of this document) submitted to City of Indianapolis and Marion County, and the RFP response delivered on July 25, 2005. This section seeks to explain and expand on those items in order to define the separate tasks. This task list is not meant to be chronological as some tasks run concurrently.

3.2.1 ISA Code Review

The ISA code review will be a cooperative effort between the PVDNet team and ISA. It is anticipated that the exploratory stage will take 3-5 days and a report will be generated to communicate the findings to the major stakeholders of the project. The objective of the code review is to examine the system architecture and scalability. Potential bottlenecks and inefficiencies will be reviewed and recommendations as to future changes and architectural direction will be made where appropriate.

- *"Signoff by ISA/PVDNet of revised project plan", (Task Id 249).*

3.2.2 Project Conversion

Target databases will be created by PVDNet and submitted to DAI/ISA for populating data from the legacy systems for the Assessor, Auditor and Treasurer Modules. Data from the target database will be uploaded by PVDNet into the PVDNet software. Several quality assurance steps will be conducted to review the integrity and completeness of data prior to migrating to the production environment. City/County SME's will be responsible for cleansing the converted data as needed.

The conversion effort will require multiple data sources to be coordinated to merge information into the PVDNET® database. The primary data sources to be reconciled include:

Auditor Information

- Property and Ownership Information – Property System
- Deductions and Exemptions – Property System
- Tax Rate Information – Property System
- TIF Information – Excel
- Tax Sale Data – Access
- Settlement Data – Excel

Assessor Information

- CAMA Data for Real Estate – CAMA System
- Property Data for Personal Property – Property System
- CAMA Data for Mobile Homes – CAMA System
- Sketches – CAMA System/AutoCAD
- Images – Various Formats
- Sales Data – Access/MIBOR
- Permit Data – Tidemark
- Appeals – County Assessor System

Treasurer Data

- Credit Card Transfers – Access
- Credit Card Payments - Access
- Automatic Debit Program – Access
- ACH file for Advances/Distribution to Units of Government – Mainframe/Access
- Billing & Payment Data – Property System/System Innovators
- Surplus Payments – Access
- Bankruptcy – Access
- Judgments – VSAM File
- Mortgage Company Information (TSD) – Property System/Access
- Tax Sale Data – Access
- Mobile Home Permits – Access
- ABC Permits – Access
- Bad Checks – Access
- Special/Additional Assessments – Access

Special Assessment Data

- Storm Water – Property System
- Solid Waste – Property System
- Sewer – Property System
- Weed – Property System
- Barrett Law – Property System
- Health & Hospital – Property System
- Tax Sale Administrative Costs – Property System
- Title Search Fee – Property System
- Bankruptcy Filing Fee – Property System
- DMD – Property System
- Bad Check/Return Check – Property System
- Ben Davis Conservancy – Property System
- Plus ability to add more

It is anticipated that most or all of these datasets will be linkable by parcel number and tax year. In some cases address linking may be required, which will involve additional development effort and considerable QA and data cleansing.

Preliminary Target Database 3.1

- “Signoff by ISA/DAI/PVDNet of preliminary target database – Assessor”, (Task Id 255)
- “Signoff by ISA/DAI/PVDNet of loaded preliminary target database – Auditor/Treasurer”, (Task Id 269)

3.2.3 Load and Stress Test

Load and stress tests will be conducted on PVDNet after the delivery of both versions 3.1 and 3.2. Test scripts will be defined, written and conducted on the PVDNet application to

emulate user activities. Test results will be analyzed to determine the responsiveness of the PVDNet application in terms of supporting the expected volume of users for the City-County. Findings and suggested modifications to PVDNet from the load and stress test will be evaluated and agreed upon and included in the project plan if applicable.

- *"Signoff by ISA/PVDNet on results and recommendations from Load and Stress Test", (Task Id 289)*

3.2.4 Assessor Module

The initial install of the Assessor module will be performed in late-December, 2006 and will be the first release of the 3.1 version of the software. This version will include all the functionality of the current system. No data will be delivered with this initial software delivery except for a few test parcels. The software will be tested by the Township Assessors who will build their own parcels in the system and report any potential process or bug issues to the PVDNet Team. An initial training session will be provided to assist users in performing testing. The features not available in this version which will be in the final release (v3.2) include:

Enhanced GCK Module with Customized Pricing Ladder
Complete Reporting Functionality
Performance Optimizations
Trending
Appeals

The trending component will be initiated when the DLGF release the trending guidelines and will be completed to allow sufficient time to implement trending on the schedule required by the DLGF.

In parallel with this testing PVDNet will deliver the target database to the DAI/ISA City/County team and they will begin populating the database with data from the existing legacy CAMA system. This process is expected to continue until early May, 2007 when the PVDNet team will convert the target database into the optimized PVDNet native data format.

Minor modifications are anticipated during the test period to accommodate issues uncovered by the user acceptance and load and stress testing.

Marion County Assessor functionality will be included in the Assessor Module. The County Assessor's Office is responsible for processing the Real Estate Tax Appeals. Data entry for tracking the appeals, scheduling of hearings and printing notices is required. On line filing will expedite the appeal process.

Additionally, the County Assessor's office is responsible for processing the Exemption Applications, which are on a two (2) year filing cycle. These applications need to be

tracked so that other entities can see who is requesting tax exemptions, and the impact of that loss of assessed value. The ability to electronically transmit the applications to the township and DLGF is required. Detailed reporting by all fields is also required. The functionality for this office will be verified and documented in the gap analysis and discovery of non-developed functionality for v 3.1 (Assessor Module).

Initial Delivery of v 3.1 to CC Test Server (Test environment)

- *"Signoff by ISA/DAI/CC-SME's/PVDNet for new code drop", (Task Id 350)*

User Acceptance of v 3.1 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet on acceptance", (Task Id 416)*

Final Data Conversion v3.1 rev1

- *"Signoff by ISA/DAI/NG/PVDNet", (Task Id 469)*

After version 3.1 revision 1 is finalized work will commence on version 3.2. Version 3.2 has not been fully defined, but will include all the customizations outlined in the PVDNet proposal to the City/County dated July 2005. The target date for installation of version 3.2 is August 2008. Additional training will be provided on the new and modified features of the system.

User Acceptance of v3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet", (Task Id 594)*

Final User Acceptance of PVDNet v3.2 rev1 certified product

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 696)*

3.2.5 Auditor Module

This includes the primary components required by the Auditor and outlined in the RFP as deliverable under version 3.1 and 3.2. The Auditor will have the ability to search records by several means, including name, property location, and parcel number. The Auditor will be able to apply exemptions and deductions, perform Auditor's Corrections (ACs), administer TIF parcels, and perform semi-annual distribution and settlement.

Initial Delivery of v 3.1 and v 3.2 to CC Test Server (Test environment)

- *"Signoff by ISA/DAI/CC-SME's/PVDNet for new code drop", (Task Id 757)*

User Acceptance of v 3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet", (Task Id 824)*

Final Data Conversion v3.2 rev1

- *"Signoff by ISA/DAI/NG/PVDNet", (Task Id 928)*
- *Final User Acceptance of PVDNet v 3.2 rev 1 certified product (Auditor Module),*

(Task Id, 933)

3.2.6 Treasurer Module

This includes the primary components required by the Treasurer and outlined in the RFP as deliverable under version 3.1. The Treasurer will have the ability to search records by several means, including name, property location, and parcel number. The Treasurer will be able to apply payments, balance cash drawers, perform cash modifications (mods), add Special and Additional Assessments, process Tax Statement Distribution (TSD) records, handle all aspects of the Clerk-Judgment process, and print online and batch tax statements.

Initial Delivery of v 3.1 and v 3.2 to CC Test Server (Test environment)

- *"Signoff by ISA/DAI/CC-SME's/PVDNet for new code drop", (Task Id 994)*

User Acceptance of v 3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet", (Task Id 1061)*

Final Data Conversion v3.2 rev1

- *"Signoff by ISA/DAI/NG/PVDNet", (Task Id 1168)*

Final User Acceptance of PVDNet v 3.2 rev 1 certified product (Treasurer Module)

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of product, (Task Id 1173)*

3.2.7 Interfaces

System Innovators

The Treasurer has requested that PVDNet integrate with System Innovator's iNovah (web-based) cashiering system. Version 3.2 will include this integration, but the PVDNet Team will implement this function prior to Version 3.2 so that the Treasurer will be able to witness a parallel test of processing tax payments, miscellaneous payments, and cashiering reports during the 06 pay 07 billing cycle.

Final User Acceptance System Innovators for v3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 1342)*

Master Address Database (MAD) Interface

PVDNET will be customized to validate addresses against the centralized Marion County Master Address Database. PVDNET addressing capabilities will be upgraded to provide optimal addressing for both physical and mailing addresses. An interface will also be provided to allow other applications to validate addresses in a similar way to PVDNET

using both the Master Address Database for physical parcel addresses and the postal service CASS certification software for mailing and other addresses.

It is desirable that the addresses on all City-County systems be centrally validated; however, it is difficult to ensure that other proprietary software whose code can only be modified by the vendor adheres to addressing standards. The PVDNet team can provide tools, which either the vendor or user can utilize to ensure addresses conform to the standards. The master address database will automatically validate existing addresses against the USPS CASS Certification software and the City streets database. Based on the results of the certification, a status will be assigned to the address. The address will also be given an address type and category.

The address categories will be:

- Physical Address** – An address that describes a location within Marion County
- Mailing Address** – An address not verified against the Marion County Master Address Database but it will be validated against the USPS CASS Certification software.
- Temporary Address** – An address not verified against the Marion County Master Address Database, with a start and end date. On expiration the primary mailing address is utilized. The temporary address will be validated against the USPS CASS Certification software.

The address types will include:

- Parcel Address** – The master address for a parcel.
- Secondary Address** – A building or unit address other than the master address.
- Other Address** – An alternative address for the location for a corner lot or an historical unofficial address or alias.

The address status field will include:

- Postal Service Address Certification** – Address validated against the USPS CASS Certification and Delivery Point Validation databases.
- New Address** – Newly created address, not yet recognized as valid.
- Local Address** – City Address, abbreviation, alias or convention validated against the Marion County Master Address Database
- Foreign Address** – An address not in the USA
- Uncertified Address** – An official address not certifiable

Final User Acceptance MAD for v3.2 rev1

- *“Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product”, (Task Id 1508)*

Accela Automation or Tidemark Advantage

The Accela Automation or Tidemark Advantage system will be a valuable source of

information for the property system and vice versa. The link will be bi-directional to allow permits to be queried from the property system and parcel and address information to be populated in Accela/Tidemark from the property system. The PVDNet team has extensive experience working with the Oracle database.

The SQL based Tidemark system is well documented and the specific fields required for the property system including permit number, date, percent complete, parcel, address, construction type and construction value will be uploaded into PVDNet so that it can be queried using the standard PVDNet user interface. Other fields will also be downloaded or accessed live from PVDNet. Additional information will be displayed, as determined during the initial project scoping session performed by the county and the vendor. The additional information will be displayed by drilling down on the permit detail from within PVDNet.

New parcels created in the property system will be uploaded, as mutually agreed upon, into Accela/Tidemark. A report will be generated to show parcels to be loaded in a specific period. The upload will be performed in consultation with Accela. If more cost-effective, and supportable by the vendor, the data will be directly loaded into the Accela/Tidemark database. Otherwise the data will be loaded using the Accela/Tidemark T32 interface. Also parcels other than those newly created can be requested to be uploaded from property into Accela/Tidemark. Data to be uploaded will include parcel information, property ownership record information, mortgage information and buff card information. Addresses for new construction created in the DMD Division of Compliance, but currently not having a parcel number will also be made available to the property system. A report will be generated to facilitate parcel number creation.

Business names and addresses, if available in Accela/Tidemark, will also be made available to the property system. A link will be created between the primary parcel address and all apartment or suite addresses within the property. This will support occupant notification and assessment functions.

Accela/Tidemark Interface Development Time Frame – The City/County is assessing the possibility of converting from Tidemark Advantage to Accela Automation. Therefore, this scoping of this interface will wait until that decision has been made. The focus of the scoping session will be to determine which of the fields in Accela/Tidemark will be useful to the PVDNet user community and vice versa. In addition, the entire addressing workflow process must first be documented. DMD, ISA/GIS, Assessors, Master Address, Accela/Tidemark and Property will be included in documentation of this workflow process. The interface will be worked on in conjunction with the implementation of the Accela product, with rollout scheduled shortly thereafter. Training and User Acceptance testing will be undertaken prior to putting the interface into production.

Final User Acceptance Tidemark for v3.2 rev1

- *“Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product”, (Task Id 1674)*

Income Works

Development of interface to the Income Works by Assessment Advisors Inc. will begin in November 2006 immediately after implementation of version 3.1 of PVDNet. It is anticipated that this tool will be utilized for the trending of commercial properties, so its deployment has been prioritized. A scoping session will be conducted with the PVDNet team, representatives from the township assessors and representatives from Assessment Advisors Inc.

When Income Works is fully integrated the user will initiate Income Works from PVD and the base parcel info will fully populate automatically. This base parcel information includes the parcel number, address, condition, age and square footage, i.e. all income approach based parameters already captured for the cost approach calculation. Intelligent defaults will be made for the additional parameters to streamline the process. When the ranking information is adjusted and verified, such as location, access and traffic, the value may then be calculated. On completion of the calculation the result may be saved back to PVD as an additional parameter, so both the cost and income approach valuations are retained.

Additional functionality has been proposed by the Marion County township assessors which will be documented and designed during the scoping sessions. User acceptance testing will take place in late June 2007 for full deployment in late September 2007. A training session for township assessors will be provided in May 2007 during the User Acceptance period.

Final User Acceptance Income Works for v3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 1840)*

Final User Acceptance MIBOR for v3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 1998)*

Document Management - Legato and/or Filenet

The document management interface will use the existing document management systems. The document management interface will be available to perform searches from PVDNet that will allow personnel to access existing images including but not limited to: appeals information and parcel drawings

Final User Acceptance Legato for v3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 2164)*

PVDNet Tax Sale Integration

Integrating the Tax Sale Standalone system into PVDNet will define what information from PVDNet database and the Tax Sale Standalone database needs to be shared, displayed and reported in either system. Through the integration, either PVDNet or Tax Sale Standalone will operate in an integrated manner and will share information dynamically when either system is modified.

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", Task Id 2184)*

3.2.8 State Certification (50 IAC 23-18-2 software certification)

After user acceptance and signoff for 3.1 rev1 version of the Assessor, 3.2 rev 1 versions for Auditor and Treasurer Modules, PVDNet will apply to the DLGF for State certification for the PVDNet software. The DLGF will conduct a series of tests to determine if PVDNet produces the correct outputs for assessing improvement and land values.

- *"Signoff by ISA/PVDNet of certification by DLGF/LSA", (Task Id 2195)*

3.2.9 Tax Sale Stand-alone

One of the components of the Auditor/Treasurer (v 3.2) module will be to provide the Auditor and Treasurer with the ability to conduct the annual real estate tax sale. Since Version 3.2 will not be implemented until late December of 2007, the PVDNet Team will install a stand-alone Tax Sale module that was developed by GUTS in 2005 and has been used by several Indiana counties to conduct their annual real estate tax sale. This module will be populated with data provided by the Auditor and Treasurer at the end of the 2005 pay 2006 tax collection cycle to enable the Treasurer to comply with Indiana Statute with respect to the tax sale eligibility requirements.

- *"Signoff by ISA/DAI/PVDNet of data requirements for exporting Tax Sale data to legacy system", (Task Id 2226)*

3.2.10 GIS

The GIS content of the project consists of a number of project deliverables:

- (1) Integrated Web page for GIS display
- (2) External GIS Interfaces
- (3) GIS Viewer and Analysis Tool
- (4) Integrated GIS Parcel Editing Tool

It is anticipated that items (1) & (2) will be delivered in August 2007 with the production release of the Assessor Module of PVDNet. Items (3) & (4) will be delivered in April 2008.

The GIS Viewer will be based on an existing application the PVDNet team has deployed in other locations for viewing, reporting and analysis of GIS data by Assessors.

SSView Functionality:

Streamlined Printing/Plotting using a variety of formats for page sizes letter to E-size
Plotting to Windows Clipboard for Word File Integration
Standard GIS Layer Display / Pan and Zoom tools
Query Builder for Advanced Attribute Queries
Selection Creation Tools
Report Generation and Crystal Reports Integration
User Customizable Query tool
User Customizable Multi Layer Drill Down Query Tool
Distance Measuring Tool
Customized Parcel Number/Owner Name/Address Search Tool
User Customizable Layer Configuration
Buffer Selection Tool
Overlay Tool
Parcel Setback Creation Tool
Sales Comparable Display & Plotting Tool
Subdivision/Neighborhood Analysis Tools
Assessment Analysis Tools
Sales Analysis Tools
Classification Tools to Assist in Neighborhood Creation
Average/Highest Assessment Tools
Plat Book Plotting Tools
Soils Calculation Tool

The GIS Parcel editing tool will operate within the following environment:

1. ESRI's ArcSDE version 9.2 or later data repository.
2. ESRI's ArcGIS Desktop 9.2 or later for editing clients.

The Integrated GIS Parcel editing tool will include the following functionality and characteristics:

Coordinate Geometry tools to allow accurate data entry.
All COGO functions available in the current Assessor interface.
Automatic error notification when closure falls outside of a user defined range.
User defined workflows
These workflows are specifically for processes within each Township office and are in addition to those defined in the larger parcel creation / assessment workflows.
B-Directional interface and data transfer between the GIS and CAMA systems.
Data entry macros and tools to simplify data entry of common features such as subdivisions, parcels, and buildings.
Full support of a data model employing a cadastral fabric of varying degrees of

accuracy. This will allow each township to gradually adjust their data to a more accurate representation if desired.

Full support of pessimistic versioning to allow both "What if" scenarios and supervisory oversight prior to work posting.

Full support of exiting ESRI topology definitions.

Data import tools and filters to assist with import of digital plat data.

Topological polygon management tools to clean the parcel map

Standard drawing tools to update ancillary layers

Data import tools and filters for import of engineer DXF Data

Tools to create and clone standard building types

View of GIS attribute and graphic edits in CAMA system

The detailed specifications will be determined during a scoping session in November 2006. This session will involve the PVDNet team and representatives from the City and County GIS groups.

The application will provide integrated work flow to streamline operation and allow monitoring and control of the parcel management process. Any GIS or CAMA user will be able to check on the status of all new parcels created in the system. As an example the parcels may go through the following steps:

- (a) Parcel Created/Modified in PVDNet by Assessor/Auditor
- (b) Parcel is Created/Modified in GIS
- (c) Assessor Edits Land/Improvements to Value New or Modified Parcel
- (d) Parcel Add/Update is Complete

The GIS user will see in the work list all newly inserted parcels ready to be modified. On completion of the GIS process the parcel will appear in the assessor work list for reassessment. Because the GIS functionality is integrated the assessor changes will automatically default to the correct adjustments for splits and combines. For new subdivisions, tools will be provided to clone and adjust standard buildings.

Initial Delivery of v3.2 to CC Test Server (Test environment)

- *"Signoff by ISA/DAI/CC-SME's/PVDNet for new code drop", (Task Id 2286)*

Final User Acceptance of PVDNet v3.2 rev1 certified product

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 2448)*

3.2.11 Online System Module

The Assessors and Auditor have requested the ability to allow certain forms to be filled out online (via the Internet). Those forms include personal property forms (i.e. Forms 101, 103, and 104) and exemptions or deductions (i.e. Standard Deduction, Mortgage Deduction, etc.). This online system will enable the taxpayer to enter the data online and then the information will be programmatically transferred to the appropriate fields within

PVDNet, thereby eliminating the need for the office holder to have to manually input the data.

Initial Delivery of v3.2 to CC Test Server (Test environment)

- *"Signoff by ISA/DAI/CC-SME's/PVDNet for new code drop", (Task Id 2508)*

Final User Acceptance of PVDNet v3.2 rev1 certified product

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 2671)*

3.2.12 Final Project Acceptance of PVDNet v3.2 rev1 certified product (Total System)

- *"Signoff by ISA/IT Steering Committee/PVDNet that project is complete and City of Indianapolis and Marion County Accept product", (Task Id 2678)*

3.2.13 Ongoing Support and Maintenance PVDNet

- *Starting January 1, 2009, PVDNet will provide system support and maintenance -- payment due by January 15 of \$ 268,000. Payment for successive years to be made by January 15 of each year.*

4 Definitions and clarification of terms used in SOW

The following definitions are used in the project plan and this SOW and are clarified herein:

CC - City of Indianapolis and Marion County

CC-SME's - City of Indianapolis and Marion County Subject Matter Experts

DAI - Daniels and Associates Inc

ISA - Information Services Agency

MAD - Master Address Database

MIBOR - Marion Indianapolis Board of Realtors

NG - Northrup Grumman

PVDNet - PVDNet LLC an Indiana Corporation

PVDNet-SME's - PVDNet Subject Matter Experts

SIH - System Innovators

AC - Auditor's Correction

TC - Treasurer's Correction

Parm - Parameter

Delivery - Making the PVDNet software active on the City/County test server(s) to enable the users to begin testing.

Implementation - Providing the final (finished) product for the City/County to use instead of their current mainframe application.

Parallel Testing - Performing tasks on PVDNet using the same data that is currently being used on the legacy mainframe application in order to verify system output.

Testing Environment – The CC equipment set up and housed as a test environment for the PVDNet personnel and the CC-SME's, and ISA.

Staging Environment - The CC equipment set up and housed as an environment for the PVDNet personnel and the CC-SME's, and ISA to house pristine code and provide a location for final testing prior to production cut-over.

Production Environment - The CC equipment set up and housed as an environment for the full production of the PVDNet software products.

Office Desktops – The CC current or purchased desktop equipment at the City County building, township assessor's offices or any other remote location owned or managed by CC, ISA or NG personnel.

Field Laptops - The CC current or purchased laptop equipment to be used in the field by township assessor's offices and managed by CC, ISA or NG personnel.

Network Environment – The CC network in City Indianapolis and Marion County and managed by NG and ISA.

Microsoft ASP.NET – Program architecture for the PVDNet software.

Foundation Server – PVDNet's development environment under Microsoft's Visual Studio development tool set.

Project - Property System Replacement Project

Severity Levels – technical assessment of the impact of the bug. Severity Levels are defined as follows:

A Critical: the software will not run

B High: unexpected fatal errors (includes crashes and data corruption)

C Medium: a feature is malfunctioning

D Low: a cosmetic issue

Priority Levels - is a subjective evaluation of how important an issue is, given other tasks in the queue or the current schedule. It is relative, shifts over time, and is a business decision. Priority Levels are defined as follows:

P1: drop everything and take care of it as soon as you see this (usually for blocking bugs)

P2: Fix before the next build to test

P3: Fix before final release

P4: we probably won't get to these, but we want to track them anyway

5 Assumptions and Exclusions

5.1 General Assumptions

PVDNet assumes, in its deliverables under this SOW, that this engagement will be conducted with the reasonable assistance and all necessary and reasonable cooperation of Property Project Steering Committee, ISA, DAI, Northrop Grumman and its service providers and consultants providing services during the term of this SOW that impact the work to be performed under this SOW. PVDNet will immediately notify ISA if it requires assistance or cooperation from any ISA personnel which isn't forthcoming in a reasonable time, and will advise ISA in advance if the presence or participation of a ISA vendor or any such third party provider or consultant is required to complete any portion of the deliverables, so that ISA can make reasonable arrangements for the participation of such

party. For the purposes of this section the "Property System Replacement Project" will be referred to as the "project."

The following assumptions are critical to the time and cost resources provided in this SOW, and are intended to result in a successful deployment of the "PVDNet" property system software, and achieve the overall timeline and project objectives for the City/County. In the event any of these assumptions are incorrect or become invalid during the course of the project, PVDNet and ISA will discuss the impact of the incorrect/invalid assumptions. PVDNet has provided a risk management plan (Section 8) of this SOW to mitigate the potential for outcomes that may impact the successful implementation of this project. In the event incorrect/invalid assumptions result in needed adjustments to the project timetable set out in this Agreement, PVDNet and ISA and/or the IT Board will use the project's change control process and/or regular update meetings to assess and address impacts. Assumptions include:

1. PVDNet will make recommendations for specifications of the Hardware and Software. Procurement, Costs and Receipt of Hardware and applicable application and OS licenses associated with this Project are the responsibility of City of Indianapolis and Marion County, ISA and/or NG.
2. The project will be for twenty-two contiguous calendar months. If the amount of time is exceeded, then a change order will be created.
3. ISA will provide 100megabit connections to on-site developer desktops and 1-gigabit connections from shared switches to the data center core where the test and production servers will reside. These links will not be faulty, saturated or have excessive latency. This applies to on-site PVDNet developers residing within the city-county building or the offices at 120 East Market. ISA will be liable for remote developers that are connected via the Internet or other means only to the ISA "edge" equipment. ISA will provide accounts and facilitate access by remote means using industry accepted methods and subject to ISA normal provisioning and security processes.
4. PVDNet assumes that ISA, with access to the Internet and internal City of Indianapolis/Marion County Network, will provide necessary test, staging and production servers for this project.
5. City/County, ISA, and DAI will provide staffing for availability of key team roles, including the core team, functional and IT subject matter experts, resources for delivery of data, infrastructure. Technical project tasks will be required during the course of the project and are the responsibility of each respective group.
6. PVDNet personnel will have access to key ISA and/or City/County subject matter experts (SME's) that can provide input, help in the development of deliverables and perform reviews.
7. PVDNet personnel will have access to ISA and/or City/County officials to provide direction and overcome roadblocks within three (3) business days.

8. ISA will provide the PVDNet Personnel with reasonable work areas, including desks, chairs, telephones, Internet access, the City of Indianapolis and Marion County LAN / WAN, and access to a fax machine, and copier as may be required, availability of a separate conference room for SME team facilitations and workshops, and access to facilities.
9. PVDNet personnel will be provided with security passes to gain admission to the City/County Building without having to pass through the security checkpoint.
10. ISA will be responsible for providing a secure environment to protect the hardware, software, documentation and other components associated with the project.
11. The work to be performed under this Statement of Work (SOW) will commence at the City/County and/or ISA location or at approved PVDNet locations as mutually agreed upon by PVDNet and ISA. ISA to provide the PVDNet personnel remote VPN access to the systems associated with the project to support work being conducted off-site.
12. The PVDNet primary point of contact for this engagement is the PVDNet Project Manager. ISA's project manager is a primary point of contact for the duration of the project.
13. All contract issues will be presented by ISA to the PVDNet Executive Director only.
14. All references to "on-site days" are eight (8) hour ISA workdays unless specifically noted and/or otherwise agreed.
15. ISA will identify technical team members and subject matter experts (SME's) from each department to participate in testing the solution in accordance with the project's plan and schedule. The ISA, NG or DAI technical team members dedicated to the project are well versed with current processes and procedures and are capable of making recommendations on proposed processes and are given the authority to do so. However only SME's can sign off on functional requirements, which will then be required to have sign off by the ISA Project Manager, Executive Sponsor and PVDNet Executive Director.
16. Administrator access through remote connections and on site when required to the application test and staging hardware will be granted to PVDNet at the beginning and throughout the life of the project.
17. Application of patches or fixes to any software other than what is identified in this SOW is outside PVDNet's scope of services.
18. ISA and/or NG are responsible for "touching" any desktops that require configuration changes or upgrades for the APEX sketch tool. PVDNet or APEX will provide the configuration documentation.
19. All hardware, software and WAN / broadband connections necessary to access PVDNet for remote usage, including assessor field use, is the responsibility of ISA/NG.
20. PVDNet understands that DAI will be responsible for providing data to a target database provided by PVDNet for converting data from the Legacy System(s).
21. PVDNet will provide end-user training. The PVDNet training sessions will also include train-the-trainers as participants.
22. All third-party software outside of any software being provided by PVDNet in connection with this SOW must be supported by the respective hardware and/or other

- software manufacturers and vice-versa. If software and/or hardware are end-of-life and/or end-of-service, it will be considered out of scope for this project except for the replacement of Tidemark by Accela Automation.
23. Should any information necessary to facilitate the project completion not be available, PVDNet will work with ISA to add a Project Change Request to gather the information.
 24. PVDNet assumes that ISA/NG will use only computer hardware that meets agreed upon PVDNet documented requirements for the test, staging or production servers.
 25. Installation and/or upgrades of PVDNet software including any operating system and/or application software may require active workstations and/or servers to be removed from production for limited times, and in turn, disallow end user access during these periods. PVDNet will limit these times to the best of its ability to off-peak periods.
 26. ISA and/or NG consents to PVDNet utilizing tools to complete the SOW. These tools may require components to be installed on ISA and/or NG computers and will be removed upon project completion.
 27. ISA and/or NG will maintain a proactive tape backup procedure and will perform necessary backups of the environment prior to any changes within the environment occurring. PVDNet will take great care to maintain the integrity of ISA and/or NG's data. ISA, City County personnel and/or DAI are responsible for the integrity of the data once signed off of and in production use.
 28. ISA and/or NG will provide PVDNet personnel with appropriate security permissions in order to perform all tasks within the SOW.
 29. ISA and/or NG are responsible for the decommissioning of legacy servers and processes.
 30. Any specific Federal, State or Local regulations that may affect the delivery or cost of the described services in this proposal and that the City/County is aware of, such as fees, licenses, certifications and inspections, should be revealed by the City/County, in writing, prior to accepting this contracted agreement.
 31. Any desktop data or software required for the project will be placed in an ISA pre-determined and/or consistent location on all workstations or on a single central server. ISA is responsible for copying and restoring data stored in other locations.
 32. ISA will be responsible for any Disaster Recovery for this project.
 33. PVDNet assumes that the City/County Steering Committee will communicate all final approved communications plans to its constituents.
 34. PVDNet assumes that ISA and/or NG will provide all administration of the Microsoft Infrastructure.
 35. PVDNet assumes that ISA and/or NG will provide staff to perform on-site desktop deployments (desktops that require a physical touch).
 36. PVDNet assumes that the City/County will assign department and/or site contacts that will identify, define and support, and play an active role to test the application and be available and be on-call during the times of delivery.
 37. ISA and/or NG are responsible for providing needed Hard Disk space on all desktops, laptops, test and production servers as follows:
 - a. PVDNet
 1. None if Internet Explorer is already installed
 - b. Apex Sketch

1. Pentium 300 MZ or greater
 2. Windows 2000 or XP operating system
 3. 128 MB RAM
 4. SVGA Monitor – 1024 x 768
 5. Hard Disk – 80 MB
38. Changes may be made to PVDNet personnel and sub-contractors at any time to ensure that the project's goals and milestones are met in a timely fashion. However, City/County has the right to approve the changes to subcontractors and key personnel unless they quit or are dismissed for cause. Key PVDNet personnel are as follows:
- a. Curt Grasso
 - b. Greg Jordan
 - c. Eric Goodnight
 - d. Grant Goodnight
 - e. John Nicholson
 - f. Aaron Gold
 - g. John Stansell
39. When key ISA, DAI, and City/County resources are unavailable a backup contact will be designated to avoid project delays.
40. Any potential software deficiencies will be reported to the PVDNet project Manager within (3) business days so they may be addressed without impacting the project schedule.
41. All scope changes must be approved through the change control process.
42. Any information required from outside vendors or 3rd parties will be supplied in (3) business days.
43. The statement of work and Belcan proposal dated July 2005 will control criteria for acceptance of any software component where applicable.
44. Project Start Date will be December 1, 2006. Any delays will push back the proposed schedule accordingly.

5.2 PVDNet Standard Working Hours

Services will be performed between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding PVDNet holidays, vacations, and sick days. PVDNet personnel may work outside these normal hours to maintain project schedule. Any on site work required outside of these normal hours will require approval from ISA. PVDNet Holidays are as follows:

- New Years (1)
- Memorial Day (1 day)
- Independence Day (1 day)
- Labor Day (1 day)
- Thanksgiving (2 days)
- Christmas (1 day)

6 Change Management Procedures

6.1 Changes to Statement of Work

PVDNet and ISA acknowledge that the scope of, or specific obligations of either party, under the Statement of Work may change during the Engagement. Either party may elect to submit Change Requests to the other party proposing changes to the Statement of Work or any Milestone Deliverables, or the specific obligations under the Statement of Work. It should be noted that PVDNet has agreed to not charge for change order except if the change was not described in the RFP, discussed during any work session or agreed to during the negotiations.

6.2 Change Request Procedure

Change Requests shall be submitted to the other party in writing to either the PVDNet Project Manager or the ISA Project Manager and set forth:

- The reason that the Change Request is outside the Scope of Work
- A sufficient level of detail to permit the other party to evaluate properly the Change Request

PVDNet shall evaluate the ramifications of the Change Request to determine whether the Change Request, in its reasonable judgment:

- Is technically feasible,
- Will have a material, adverse effect on the completion of the work.
- If the Change Request, as evaluated or modified by the parties, is acceptable to both parties, the parties shall each sign the agreed upon Change Request, which shall be appended to the Statement of Work. Agreed upon Change Requests shall be deemed to change the Statement of Work. It will impact the Scope, Schedule, and Budget of the project
- The appropriate timing of approvals for Change Requests will be three contiguous business (3) days. PVDNet may request an extension within the initial three contiguous (3) business days.

The Change Request and Impact analysis will be presented to ISA for review and approval. If the Change Request is acceptable to ISA, ISA shall issue a contract amendment authorizing the work and any additional costs associated with the implementation of the additional work. If the parties do not agree upon a Change Request, the content of any such Change Request shall not become a part of the services or materials delivered by PVDNet.

6.3 Approved Change Requests

There shall be no additional charges for PVDNet's evaluation of Change Requests unless

specifically stated and agreed to as part of the change request. Work performed pursuant to any approved Change Request shall be subject to the same testing and acceptance/rejection procedures as all other work performed under the PVDNet project plan. ISA shall compensate PVDNet, as agreed to in the Change Request, to perform the new work represented by any approved Change Request. The Change Request may be required to complete a specific deliverable and/or phase of this project. PVDNet understands that payment terms for the change will be identified in the change request.

Changes must be mutually approved by ISA, and PVDNet. PVDNet understands that work may need to stop before a change order is approved and work will then commence. If timelines will be affected by this, then PVDNet will advise ISA with estimates for the new schedules.

Pricing, hourly rates and costs for services provided for in the change request will be at the same rates as the initial rates established in this Statement of Work.

6.4 Change Approvers

All change orders will require approval by the following parties:

PVDNet:

- PVDNet Project Manager
- PVDNet Executive Director

ISA:

- ISA CFO
- ISA CIO
- ISA Programming Manager
- ISA Project Manager

Property Project Steering Committee:

- Executive Sponsor

6.5 Change Request Approval Form

The following "Change Request" form will be used to request and approve all project changes for the project herein described. This form will be used both in a printed and electronic form but must be printed, copied, signed and stored with original signatures.

Change Request / Approval Form

Request ID#	Change Title	Date	Requestor	Contact Person	Priority(H/M/L)

Requested Change / Project Description

Proposed Solution

Existing Product Potentially Affected	Current Version Number

Impact Analysis Conducted By		Date	Approved By	Date Approved
Name	Signature	Analysis Completed		

Impact of Making the Change

Effort Impact	Schedule Impact	Performance Impact
Documentation Impact	Capacity Impact	Support Impact
Financial Impact	Hardware/Software Impact	Other Impacts

Required Modifications	Modification to Be Performed By

Accept / Reject Change

		Title	Name	Signature	Date
Accept	ISA	Project manager			
Reject					
Accept	ISA	ISA CIO			
Reject					
Accept	ISA	ISA CFO			
Reject					
Accept	C/C Steering Committee	Executive Sponsor			

		Title	Name	Signature	Date
Reject					
Accept	PVDNet	Project Manager			
Reject					
Accept	PVDNet	Project Executive Director			
Reject					

6.6 Dispute Resolution

If disputes arise during the project, whether with regard to functional, financial or other concerns, PVDNet believes that it is in both parties' interests to attempt to resolve the issue through progressive management involvement before entering into any formal proceedings. PVDNet and ISA shall make commercially reasonable efforts to arrange personal meetings or telephone conferences, as necessary, at mutually convenient times and places. These discussions will take place between each party at the following successive management levels, each of which shall have an allotted time as specified in the following table to attempt to resolve the dispute:

Level	PVDNet	ISA	Allotted Time
First			1 business day
Second			2 business days
Third			3 business days

If resolution is not achieved by negotiators at any given management level by the end of their allotted time, the allotted time for negotiations at the next management level, if any, shall begin.

7 Project Timeline and work plan

A detailed project plan has been designed and is made a part of this Statement of Work utilizing Microsoft's "Projects" software. The plan has been tailored to monitor and manage all of the tasks necessary, to complete the implementation of the new Property Management System for the City of Indianapolis and Marion County. The project plan includes necessary milestones, deliverables and the final anticipated completion date to manage measurable progress and to identify payment points throughout the project. It has also been designed to accommodate multiple check points for both the Client and the Vendor so the project can provide both management teams a clear understanding of the ongoing progress between milestone achievements.

7.1 Schedule of Payments

Milestone 1	Date	Assessor Component (52% of Net amount to allocate to milestones)		
30%	4/19/2007	User acceptance of version 3.1, rev 1 (id 416), test and production hardware recommendations	Upon completion	\$
9%	6/21/2007	Final data conversion 3.1, rev 1 (id 469)	Upon completion	\$
25%	1/4/2008	User acceptance 3.2, rev 1 (id 594)	Upon completion	\$
36%	7/18/2008	Final user acceptance of 3.2 rev 1 (certified product) (id 696)	Upon completion	\$

100%

Subtotal \$

Milestone 2	Date	Auditor Component (12% of Net amount to allocate to milestones)		
50%	10/19/2007	Initial User acceptance of version 3.2, rev 1 (id 824)	Upon completion	\$
50%	1/29/2008	Final user acceptance of 3.2 rev 1 (certified product) (id 933)	Upon completion	\$

100%

Subtotal \$

Milestone 3	Date	Treasurer Component (12% of Net amount to allocate to milestones)		
50%	10/19/2007	Initial User acceptance of version 3.2, rev 1 (id 1061)	Upon completion	\$
50%	1/29/2008	Final user acceptance of 3.2 rev 1 (certified product) (id 1173)	Upon completion	\$

100%

Subtotal \$

Milestone 4	Date	Interfaces (12% of Net amount to allocate to milestones)		
11%	9/20/2007	Cashiering (id 1342)	Upon completion	\$
12%	11/21/2007	Master address database (id 1508)	Upon completion	\$
11%	10/25/2007	Tidemark (id 1674)	Upon completion	\$
11%	9/25/2007	Income Works (id 1840)	Upon completion	\$
11%	9/20/2007	MIBOR (id 1998)	Upon completion	\$
10%	9/25/2007	Document management (id 2164)	Upon completion	\$
16%	2/8/2008	Online Forms (id 2671)	Upon completion	\$
16%	4/2/2008	GIS (id 2448)	Upon completion	\$

100%

Subtotal \$

Milestone 5	Date	Third Party Software (12% of Net amount to allocate to milestones)		
100%	na	Cashiering	Upon invoicing	\$

100%

Subtotal \$

Total Net amount to allocate to milestones \$

Milestone 6	Date	Final Project Acceptance (10% of Total Project Costs)		
100%	8/6/2008	Final Project Acceptance (id 2678)	Upon completion	\$

100%

Subtotal \$

Amount	Description
\$ 3,800,000	Total project costs
\$ 97,500	Upfront payment
\$ 1,281,000	Base monthly payments
\$ 380,000	Retainage for final project acceptance
\$ 2,041,500	Net amount to allocate to milestones

7.2 Notice to Proceed

ISA will provide a Letter of Notice to Proceed. This letter will serve as PVDNet's notice to proceed with the project. Notwithstanding Section 4 of the Agreement or anything to the contrary in the Project Documents, this Letter of Notice to Proceed ("Letter") will serve as the beginning of the Term of the Agreement and as PVDNet's notice to proceed with the project, all of which shall be dependant upon approval and proper appropriation by the City of Indianapolis and Marion County City-County Council ("City-County Council"). Once the Letter is received or the actual start date is announced by the Customer after receiving such approval from the City-County Council, the project dates will be updated to accommodate the shift in time associated with the contract completion process, in both the "project timeline" (which includes all tasks and major milestones) and within the body of the SOW where required. An agreed upon revised SOW and project timeline will be inserted into the contract document and will become the final guide for the project. The Licensor agrees the project timeline will not exceed the twenty-two month time frame negotiated.

8 Risk Management Plan

All projects require an evaluation and understanding of potential risks before the commencement of the work. By identifying and documenting the risk in this manner the management teams can mitigate the potential for delays, cost overruns and under achievement. PVDNet has identified and documented the top six risks we believe that face participants in this project and have provided that information below. This material coupled with the project plan will help maintain a focus on the required task, provide the tools to make sound technical and business decisions and provide a direction for project success.

June 20, 2006

Item	Risk	Priority	Effect	Probability	Impact	Triggers	Owner	Threshold	Action/Response	Budget	Contingency
1	DATA CONVERSION ISSUES	1	Data is inaccurate or is omitted	0.005	accuracy of AV and tax bills	missing/inaccurate data in target database and/or missing/inaccurate data in PVDNet database	ISA/DAI/NG/PVDNet	>1% discrepancy between target and PVDNet databases for data elements; >2% discrepancy between legacy and PVDNet for total AV and total taxes	Reconcile target to PVDNet databases; Process in parallel on legacy and PVDNet systems; Compare and reconcile CAMA AV's and tax calculations; Joint review of converted data by CC SME's, DAI and PVDNet prior to cutover to production		Identify issues and reload data
2	NOT MEETING PROJECT PLAN DEADLINES	2	Delay in installing PVDNet/3rd party applications	0.050	delay of key work outputs	Increase in work; task slippage; reassignment of resources to other projects; loss of key personnel	ISA/DAI/NG/PVDNet	>15 days overall project slippage without change order	Closely monitor project plan tasks; joint review of project activities/resources; obtain change order approval for delays in overall project timeline		Identify bottlenecks and adjust resources/tasks as necessary to adhere to project plan schedule; cross-train personnel to fill in as needed;
3	HARDWARE RELIABILITY/RESPONSIVENESS ISSUES	3	PVDNet/3rd party application downtime, timeouts, and/or latency	0.010	delay in users completing work and/or meeting schedules	power failures; act of God; hardware failures; volume of users; OS, PVDNet, or 3rd party updates	ISA/NG/PVDNet	<95% uptime for PVDNet/3rd party applications	Verify building hardware according to specifications provided; Perform load and stress tests; Test disaster recovery process by current personnel; Isolate PVDNet on server cluster to avoid application conflicts; Establish protocol for updating OS, PVDNet, and 3rd party applications		Develop outage plan for hardware failures
4	PVDNET/3RD PARTY APPLICATIONS SECURITY BREACHES	4	Users gain access to non-authorized data	0.001	unauthorized use of confidential information	CC job changes; OS, PVDNet, 3rd party application updates; user role changes	ISA/NG/PVDNet	any incident that users have access to unauthorized information	Maintain proper administrative procedures to keep OS within the limits of applications; Limit access to SQL server system; Monitor and manage job changes/security privileges within CC; Establish installation/update protocol within CC; Establish internal PVDNet a software testing and approval process; Establish a testing review process within CC environment to validate software installs/updates before en masse implementations;		Establish incident management team to quickly identify security breach and recommend corrective actions
5	PVDNET/3RD PARTY RELIABILITY	5	PVDNet/3rd party application downtime, timeouts, and/or latency	0.010	delay in users completing work; repair of data;	Releases of new code; updates to existing code; OS updates; SME testing prior to installation; purchase of new desktops/laptops	ISA/NG/PVDNet	when impact affects many users with no workaround	Establish internal PVDNet a software testing and approval process; Establish a testing review process within CC environment to validate software installs/updates before en masse implementations;		Reassign resources to address issue in timely manner or roll back release/update
6	PVDNET APPLICATION RESPONSIVENESS	6	PVDNet/3rd party application downtime, timeouts, and/or latency	0.010	potential delay in users completing work; constraint for expanding application	volume of users; volume of transactions; updates; new releases; database changes;	ISA/PVDNet	Average response time > 1 sec for high volume transactions	Conduct load and stress test with test scripts and evaluate performance;		After load and stress test is complete, make necessary changes to application and/or database to address concerns

9 Communications Matrix

A Communications Matrix will be completed and delivered for ISA approval by a date to be mutually agreed upon by PVDNet and ISA.

10 Attachments**10.1 Attachment A - Certificate of Acceptance****CERTIFICATE OF ACCEPTANCE FORM**

ISA Location:

Order or Agreement Number or Description of Services:

Agreement #:

The Undersigned and PVDNet Representative acknowledge the services described in the above-referenced order/agreement are completed as of the date indicated below:

Completion Date	
ISA Signature	
Name Typed or Printed	
Title	

PVDNet Representative	
Title	
Date	

(2 originals required)

Distribution: One original returned to PVDNet Project Manager and one original to ISA

10.2 Attachment B - RFP#05-6018 Response (See Exhibit III)

It is hereby stated that the Belcan/GUTS/PVDNet response to the City of Indianapolis and Marion County RFP#05-6018 dated July 25, 2005 is an attachment to this statement of work. This document contains information critical to the understanding and full requirements of the "Property System Replacement Project" by both the client (City of Indianapolis and Marion County) and the Vendor (Belcan/GUTS/PVDNet). Only items provided in writing during the subsequent negotiations (Best and Final Offer) to the RFP response and agreed to in writing by both City of Indianapolis/Marion County and the PVDNet Personnel will supersede items in the July 25, 2005 provided response.

10.3 Attachment C – Best and Final Offer (See Exhibit I)

It is hereby stated that the Belcan/GUTS/PVDNet "Best and Final Offer" dated May 4, 2006, and

revised in September of 2006, is an attachment to this statement of work. This document contains information critical to the understanding and full requirements of the "Property System Replacement Project" by both the client (City of Indianapolis and Marion County) and the Vendor (Belcan/GUTS/PVDNet). Only items provided in writing during the subsequent negotiations (Best and Final Offer) to the RFP response and agreed to in writing by both City of Indianapolis/Marion County and the PVDNet Personnel will supersede items in the July 25, 2005 provided response.